No 80-448

Supreme Court, U.S.
FILED
SEP 2 1980
MICHAEL RODAK, JR., CLERK

IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1980

STANLEY V. TUCKER,
Petitioner

-V-

HARTFORD NATIONAL BANK & TRUST CO

PETITION FOR A WRIT OF CERTIORARI TO
THE CONNECTICUT SUPREME COURT

STANLEY V. TUCKER
Petitioner Pro Se
Box 35
Hartford, Conn.
06101

QUESTIONS PRESENTED

1. Does the failure or refusal of the Connecticut Supreme Court to affirm or recognize vested redemption rights of defendant deny equal protection of the laws?

2. Is the ruling of the Connecticut Supreme Court contrary to rulings by this Honorable Court on redemption rights?

MAJOR QUESTION FOR REVIEW

The State Courts of Connecticut have permitted seizure and foreclosure of property using a rent receivership that denies equal protection and violates due process causing a potential loss to this Petitioner of One Million Dollars.

The trial court granted Petitioner's motion for a one year redemption period with control over the property by the Petitioner to restore waste and neglect and bring property back to full value.

Creditor bank seeks to hold foreclosure sale and circumvent redemption rights of Petitioner by forced quick sales with total disregard of the Petitioner's vested redemption rights.

Do equal protection principles affirmed by This Honorable Court protect this Petitioners redemption rights?

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No _____

STANLEY V. TUCKER,

Petitioner

HARTFORD NATIONAL BANK & TRUST CO,

Respondent

PETITION FOR A WRIT OF CERTIORARI TO THE CONNECTICUT SUPREME COURT

Petitioner prays that a Writ of Certiorari issue to review that portion of the judgment of the Connecticut Supreme Court entered June 24th, 1980 that denies redemption rights of record. infra Appendix A1.

CITATIONS TO OPINION BELOW

The opinion of the Connecticut Supreme Court is reported 178 Conn____, Conn. Law Journal June 24th, 1980 Page 22.and printed in the Appendix, infra B1-4.

JURISDICTION

The judgment of the Connecticut Supreme Court was entered on June 24th, 1980. No petition for re-hearing filed.

Jurisdiction is invoked under Title 28 USC 1257 (3)

CONSTITUTIONAL AND STATUTORY PROVISIONS

This case involves a denial of substantive due process and equal protection of the laws, the fifth and fourteenth amendments to the U.S. Constitution as set out in the Appendix E, infra.

STATEMENT OF THE CASE

In this action appellant took out a real estate mortgage for $235,000 on a 32 family apartment building in 1966 and

and paid all payments on mortgage on time until October 1975 when the plaintiff bank acting under a mortgage contract clause permitting a rent collector, without any court order and in face of protests from appellant that the mortgage current began to seize rents while the property was in good condition, almost full of tenants and rents being paid on time.

So carelessly the rent seizures carried out that soon 14 vacancies developed and about 8 tenants paid no rent at all for six months until about April 1976 the bank abandoned collections without any attempt to comply with contract imposed duties to pay bills such as taxes, oil, mortgage, electric, etc., - let alone ignoring contract duty to make monthly reports.

With the property abandoned by the bank rent receiver in April 1976 appellant began restoring and by December 1976 repairs completed and vacant apartments again rented and mortgage payments resumed.

In 1976 with appellant current on his agreement with Tax Collector and using as grounds the "default" created by its own private rent collector bank started this foreclosure action.

In May 1977 again over protests of appellant that the property was full of tenants and in good condition the court

appointed an attorney without experience at property management over an experienced property manager selected by appellant to be rent receiver. At nc time was appellant given an opportunity to be appointed rent receiver on same terms as the banks rent receiver.

The Court appointed rent receiver posted a nominal $5,000 bond for annual collections of about $72,000 and using his junior law partner as surety who when trouble started over collections not being made packed his law books and skipped out of town.

Almost immediately after May 1977 when the attorney took over as rent receiver great waste and neglect took place increasing to 23 vacancies in spring of 1979. Intense inflation and shortage of housing has now filled the vacant apartments.

The property was appraised for $435,000 the month before receiver took over and last appraised in present condition Sept 1979 by three court appointed appraisers for $375,000.

Neil Atlas, counsel for plaintiff bank, repeatedly appeared in court to demand "strict" foreclosure citing as grounds for"giving the property to the bank" the waste and neglect caused by the rent receiver appointed by the bank. However, the equity was so high on a $160,000 mortgage balance that foreclosure by sale was ordered. A 1.

During 1979 the property suffered its greatest losses with reports employees of rent receiver stole most of the rents and over 23 tenants moved out for lack of heat in winter with fire department breaking in apartment doors at night with fire axes to find tenants reportedly frozen to death. For three years the rent receiver filed no reports until ordered to by August 15, 1980. Appendix D 1.

However, intense inflation and housing shortage managed to fill the vacant apts and in December 1979 Defendant was given by Consolidated Capital of San Francisco a $450,000 loan offer to convert to condominiums based on One Million Sales potential established. This offer could not be accepted by the Dec 28, 1979 closing due to unacceptable waste in building and a court sale during stay on appeal that was not vacated until June 24, 1980.

The forced court sale for $155,000 under nationwide inflation and total lack of mortgage money with waste and neglect of premises compares with the One Million Sales potential established by Consolidated Capital for condominium Conversion.

The defendant's redemption rights enforced will bring him almost One Million Dollars more than the quick sale the creditor bank seeks by the denial of all redemption rights.

In June 1977 appellant filed a number of motions in the state court to hold negligent rent receiver in contempt, to terminate the rent receivership, to forfeit the bond and increase bond. All of these summarilly denied by the Court on grounds...."in Connecticut the Court has discretion under strict foreclosure to give the property to the bank...." The order of June 24, 1977, C1, was made denying to appellant first amendment freedoms without notice, hearing or testimony denying.....

"the right to walk or talk"

The appellant thereupon secured a federal court order for access to premises to inspect and do repairs but it was ignored by rent receiver on grounds "he was in state court". The appellant then obtained a state court order foraccess for inspection and repairs and discovered thousands of dollars of personal property not included in mortgage reportedly stolen and sold by employees of rent receiver.

The order in Appendix D 1 is the first opportunity for the appellant to see how bad the losses before starting any redemption which the state trial court has to give him and which the State Supreme Ct has held "none has merit" B 3.

Connecticut alone follows "strict foreclosure" and permits judicial "discretion" in redemption rights. But the rights ordered not granted!

SUBSTANTIAL REASONS FOR GRANTING WRIT

I. DENIAL OF REDEMPTION RIGHTS CONFLICTS WITH EQUAL RIGHTS PROTECTED BY THIS HONORABLE COURT.

This Honorable Court in its decisions held that equal protection requires that a debtors redemption rights be upheld over creditor banks seeking to push through a quick sale for a fast dollar disregarding rights of debtor.

Wright v Union Central Ins Co

311 US 273 1940

P278 "Safeguards protect rights of creditor. There is no constitutional claim of creditor to more than that.....
Equal protection to debtor and creditor alike can be afforded only by holding debtors request for redemption..... cannot be defeated by request of secured creditor for public sale. Certainly equal protection of debtor and creditor would not be obtained if contrary view were followed.

Wright v Union Central Ins Co - continued

P 278

> Then debtor's rights would either be dependent upon outcome of his race of diligence with creditor for which he customarilly is poorly equiped; or they would be defeasible at the instance of the creditor"

P273 "The power of court to order a sale may not be exercised so as to defeat a debtor of his redemption rights"

In this action the Connecticut Supreme Court held the sale "void" as made without jurisdiction during the automatic stay on appeal but at the same time disregarded that the sale had been held pushed through by creditor bank in violation of redemption rights, Appendix A1, of debtor/appellant. in following words.... See B 3.....

> "We conclude .... none of the other claims of defendant has merit"

This terse disavowance of equal protection is typical Connecticut's state courts denial of equal rights in foreclosure practices.

II. SINCE EARLY TIMES THIS COURT HELD REDEMPTION RIGHTS A FAVORITE EQUITY AND STRICT COMPLIANCE WITH STEPS TO DIVEST NECESSARY.

In this action Appendix A1 sets out the redemption rights of appellant, worth approximately One Million Dollars that were thrust aside by creditor bank.

Brine v Insurance Co.
96 S Ct 627
1877

"Foreclosure which gives no time for redemption is erronious and must be reversed and case remanded to make provision for redemption"

Bigler v Waller
14 Wall 297

"Right to redemption is a favorite equity, and will not be taken away except upon strict compliance with steps necessary to devest it"

III. NOT EVEN THE FEDERAL GOVERNMENT WITH ITS PROTECTIVE LAWS HAS BEEN ABLE TO VIOLATE REDEMPTION RIGHTS.

The federal government has appeared in court on foreclosures to argue it is exempt from redemption rights but the courts have held otherwise.

Russell v Southard
12 How 139

"Where mortgagee obtains surrender of right to redeem for no consideration the surrender will be set aside"

U. S. v Johansson
467 F Supp 84 1979

"The federal government contended no redemption rights existed. Judge Gignoux held....."Maine state law is controlling providing for 90 days"" See also Calvert v Harris, 469 F Supp 922 (1979)

CONCLUSION

This Court should summarilly reverse that portion of the decision of the Connecticut Supreme Court that operates to deny the one year vested redemption rights set out in Appendix A1 on strength of Wright v Union Central Insurance Co, 311 US 273, or in the alternative probable jurisdiction should be noted.

RESPECTFULLY SUBMITTED:

STANLEY V. TUCKER

MOTION FOR FORECLOSURE BY SALE

The Defendant, STANLEY V. TUCKER, moves this court, in the event that judgment for foreclosure is granted, for foreclosure by sale with a law date of one year to allow time to clear off the record superfluous liens, to restore the many vacant apartments to rent paying tenants and to re-finance the property. It is vital that the receiver be ended and that Defendant have control of the property to carry out the above objectives.

STANLEY V. TUCKER

Filed November 15, 1977

O R D E R

The foregoing motion is ORDERED GRANTED.

THE COURT (Sponzo,J.)

P. F. Brown
Clerk

December 14, 1977

CONNECTICUT LAW JOURNAL
June 24th, 1980
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SUPREME COURT

May Term, 1980

HARTFORD NATIONAL BANK AND TRUST COMPANY *v.* STANLEY V. TUCKER ET AL.

BOGDANSKI, PETERS, HEALEY, PARSKEY and BIELUCH, Js.

Argued May 9—decision released June 24, 1980

Action to foreclose a mortgage, brought to the Superior Court in the judicial district of Litchfield and tried to the court, *Sponzo, J.*; judgment of foreclosure by sale, which, on appeal by the named defendant, was affirmed by this court and remanded to the trial court for the setting, inter alia, of a new date of public sale; the court, *N. O'Neill, J.*, rendered a new judgment of sale, and denied the named defendant's motion that payment of a deposit not be required if he were the successful bidder; from that order of denial, and from certain other orders, the named defendant appealed to this court. *Error; further proceedings.*

Stanley V. Tucker, pro se, the appellant (named defendant).

Neil E. Atlas, with whom, on the brief, was *Paul A. Hudon,* for the appellee (plaintiff).

PER CURIAM. This case involves a foreclosure action instituted in January, 1976. On December 2, 1977, the court rendered a judgment ordering foreclosure by sale, from which the named defendant (hereinafter the defendant) appealed to this court. On July 24, 1979, this court concluded that no error had been committed by the trial court and remanded the case to it to set a new date for a public sale of the mortgaged premises. *Hartford National Bank & Trust Co.* v. *Tucker,* Conn. (41 Conn. L.J., No. 4, pp. 16, 18) (1979). On July 27, 1979, the plaintiff filed a motion with the trial court seeking an order setting a new date for a public sale of the subject property and other incidental orders. On August 3, 1979, the defendant filed a motion to reargue his appeal before this court, which was denied on September 19, 1979. On September 21, 1979, he filed a motion with this court for a stay of proceedings so that he might prepare a petition for certiorari to be filed with the United States Supreme Court. We granted the defendant a stay of proceedings for thirty days on November 1, 1979.[1]

Notwithstanding the continued appellate status of this case,[2] on September 5, 1979, the trial court, *N. O'Neill, J.*, granted the plaintiff's motion of July 27, 1979, and modified the judgment to provide for a public sale to be held on October 13, 1979.[3] The defendant filed the present appeal from that judgment. Again, notwithstanding the defendant's present appeal, which triggered an automatic stay of execution of the modified judgment; see Practice Book, 1978, § 3065; the property was sold on October 13, 1979.

As this brief history of the case reveals, the modification of the judgment ordering a public sale of the property, and the sale held pursuant thereto, were without judicial authority. It is fundamental to the judicial process that a party's right to judicial review shall not be obliterated or undermined by the unauthorized exercise of jurisdiction by the court whose doings are, or may be, subject to review.[4] This principle is as binding upon this court as it is upon courts of lesser jurisdiction in this state. A party accorded the right of appellate review is entitled to the full and unhampered exercise of that right in accordance with the applicable rules of practice or statutes. This, the defendant was deprived of, and so, he was deprived of due process of law.

We have reviewed the other claims raised by the defendant and conclude that none has merit.

There is error, the order of the court dated September 5, 1979, modifying the judgment of foreclosure is set aside and the case is remanded for the setting of a new date for a public sale of the mortgaged premises and any other necessary orders not inconsistent with this opinion.[5]

[1] The defendant's petition for certiorari was ultimately denied by the United States Supreme Court. 48 U.S.L.W. 3554 (February 26, 1980).

[2] Proceedings to enforce or carry out the judgment are automatically stayed upon the filing of a motion to reargue the appeal unless the Chief Justice directs otherwise. See Practice Book, 1978, § 3112. See also Maltbie, Conn. App. Proc. §§ 292, 293.

[3] In addition to ordering a new date for a public sale and other incidental orders on September 5, 1979, the trial court also "affirmed" the earlier judgment of December 2, 1977, "in all other respects."

[4] There are, of course, circumstances in which the trial court may terminate an automatic stay of execution by our rules of practice. See Practice Book, 1978, § 3065. But even that decision is subject to review by this court. See Practice Book, 1978, § 3067.

[5] As our disposition of this appeal makes clear, the sale of the property on October 13, 1979, is void, and therefore, of no force and effect.

[6] Because Branch at the very least had a colorable claim to intervention as a matter of right the denial of its motion to intervene was appealable. See *Jones* v. *Ricker*, 172 Conn. 572, 575n, 375 A.2d 1034 (1977).

ORDER June 24th, 1977 - Forbidding Defendant From Going On Premises & From Talking to Tenants

THE COURT - In the order I am making today, Mr Tucker, and you better listen carefully, you are not to go on the premises and you are not to go on the premises, and you are not to contact, either by person, by mail, by telephone, or anyother way, any of the tenants on those premises.

Do you understand my order?

MR TUCKER - Your Honor, one of those tenants has started work in the building next door, and has been working for about three months off and on. He's in the process of doing carpentry, painting, and its only partially completed.

THE COURT - Do you understand my order?

My order is that you are not to make contact with them in connection with anything pertaining to the subject premises.

Litchfield Superior Court
Trial Judge Sponzo

MOTION TO MODIFY OR VACATE ORDER OF JULY 24th, 1977

The Defendant moves the Court for its order modifying or vacating the order of July 24th, 1977 denying Defendant access to premises or tenants to prevent Defendant from seeing waste and neglect as it developes under rent receiver on good grounds as follows:

1. Approx 15 apts furnished @ $40/mo
2. Furnishing not included in the mortgage or foreclosure
3. Neglect and waste of furniture believed big cause of rent losses
4. Much furniture stolen or damaged
5. No one able to collect rents for furniture with large losses
5. Great waste and neglect under the rent receiver.

The equity of Defendant is being eroded with inadequate bond and it is requested former order to be vacated or modified to permit Defendant access to property and to tenants to protect his equity and to collect furniture rents.

Jan 24th, 1978 STANLEY V. TUCKER

O R D E R

After hearing the motion is ORDERED denied.

THE COURT

May 15th, 1978

S/ Martin, Judge

D 1

Mo 0025761 Litchfield Superior Court

MOTION FOR ACCOUNTING

The Defendant moves this court for its order that Rent Receiver, Edward Manasse, file and serve within 10 days a report of all income and expense....on grounds no reports filed since 1977 and rents over $6,000/month and receiver believed to have accumulated enough rents to pay off mortgage and withdraw foreclosure.

In addition the report is to show in alledgely embezzlled or stolen by employees of Rent Receiver showing by date amounts paid to:

1. Mr & Mrs Joe Bolduc 2 Mr & Mrs John Kulick
3. Secretaries

June 27, 1980 s/ STANLEY V. TUCKER

O R D E R

After hearing and for good cause the foregoing motion is ORDERED : Receiver of rents to file an accountingas of June 30th, 1980 on or before August15, 1980

By The Court

July 14, 1980 PICKETT, Judge

E

APPENDIX E:- CONSTITUTIONAL AMENDMENTS

AMENDMENT 5

Criminal actions — Provisions concerning — Due process of law and just compensation clauses.—No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

AMENDMENT XIV.—CITIZENSHIP; PRIVILEGES AND IMMUNITIES; DUE PROCESS; EQUAL PROTECTION; APPORTIONMENT OF REPRESENTATION; DISQUALIFICATION OF OFFICERS; PUBLIC DEBT; ENFORCEMENT

Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

APPENDIX F - Connecticut Practice Book Sections Challenged as Void and Unconstitutional

Note - These sections formerly 527 -531 are merely re-numbered without changes in new practice book.

Sec. 504. Receiver of Rents
(P.B. 1963, Sec. 425.)

Sec. 505. ——Applicability of Previous Sections

Sections 485 through 500 shall not apply to receivers of rents.
(P.B. 1963, Sec. 426.)

Sec. 506. ——Appointment

Every application for the appointment of a receiver of rents shall be made in or ancillary to a civil action and may be made either to the court before which such action is pending or, when the court is not in actual session, to a judge in chambers. The court or judge may examine the plaintiff or his attorney and may thereupon appoint a receiver of rents. Notice of the hearing should be given when practical but such appointment may be made without notice if sufficient cause appears.
(P.B. 1963, Sec. 427.)

Sec. 507. ——Bond

No such appointment shall become effective until the receiver shall have filed a bond in such amount as shall have been fixed at the time of his appointment or until said bond shall have been approved by the judge or clerk of the court in which the action is pending; provided that no bond need be required of a bank or trust company. The condition of bonds of such receivers shall be substantially in the following form:

The condition of this obligation is such that, whereas the above named A has by (*court or judge*) been appointed, in an action brought by X against Y, to be receiver of rents of property located in the town of and described as (*describe generally, e.g., No.* 93 *Maple Street*):

Now, therefore, if said A shall well and truly perform his duties under such appointment, then this obligation shall be void, otherwise in full force and effect.

(P.B. 1963, Sec. 428.)

Sec. 508. ——Discharge

Any party in interest may at any time move for the discharge of the receiver.

(P.B. 1963, Sec. 429.)

Sec. 509. ——Orders

The court in which the action is pending, or the appointing judge, may make such orders for the governance of the receiver as circumstances require. The judge shall certify any order passed by him in chambers to the court in which the action may be pending.

(P.B. 1963, Sec. 430.)

Sec. 510. ——Reports

Such receivers shall file written reports quarterly and at such other times as may be required.

(P.B. 1963, Sec. 431.)

APPENDIX G - Motions & Orders in Trial Court

MOTION FOR APPOINTMENT OF RECEIVER OF RENTS

The Plaintiff in the above entitled action respectfully moves this court to appoint a Receiver of Rents.

Filed March 11, 1976

NEIL E ATLAS

ORDER

The above motion having been presented to the court it is herby ordered granted.

Attorney Edward W Manasse is appointed reciever of rents. Bond is $5,000.00

s/ MARTIN, Judge

Motion to Declare Sections 427 and 430 of the Practice Book and GS 52-504 Unconstitutional and Void

The Defendant, STANLEY V. TUCKER, moves this court for its order declaring PB 427 and 430 and GS 52-504 Unconstitutional and void upon grounds as follows:

1. The said sections purport to permit a court on application of a creditor to seize rents from property and make no provision for

the enforcement of creditor and debtor duties and rights as set forth in the UNIFORM COMMERCIAL CODE OF CONNECTICUT.

2. The seizure of property or rents from property without due process of law has been prohibited by a series of decisions of the United States Supreme Court and the Connecticut Legislature in response enacted the Pre-Judgment Remedy Act, GS 52-278 a-m, prohibiting the very type of seizure permitted by the sections complained of.

3. The sections PB 427 & 430 and GS 52-504 are so vague and uncertain as to: intended meaning that ordinary men of average intelligence could easily read said matter and come up with different intended meanings.

4. The sections PB 427 & 430 and GS 52-504 fail to make provision for special conditions and strict supervision as mandated by decisions of the UNITED STATES SUPREME COURT.

STANLEY V. TUCKER

Filed June 10, 1977

ORDER

The foregoing motion is denied.

By The Court (Sponzo,J.)

Paul F. Brown,
Clerk

June 10, 1977

BOND OF RECEIVER

KNOW ALL MEN BY THESE PRESENTS, That We, Edward W. Manasse of Torrington in the County of Litchfield and State of Connecticut, as principal, and G. M. Littlefield of Torrington in said County and State, as surety, are holden and firmly bound, jointly and severally, unto the State of Connecticut in the penal sum of $5,000.00 lawful money of the United States to be paid to said State of Connecticut, to which payment well and truly to be made and done, we, the said Edward W. Manasse and G. M. Littlefield, bind ourselves, our heirs, executors and administrators, each and every of them, firmly by these presents.

The condition of this obligation is such that whereas in the action of the Hartford National Bank & Trust Co. v. Stanley V. Tucker, et al, now pending in the Superior Court for Litchfield County, the above named Edward W. Manasse, has been appointed receiver of rents of the defendant for property located at 711 East Main Street, in Torrington, County of Litchfield, State of Connecticut, now therefore if the said Edward W. Manasse shall faithfully perform his duties under such appointment then this obligation shall be void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, We the said Edward W. Manasse and G. M. Littlefield, hereunto set our hands and seals at Torrington this 3rd day of May, 1977.

Filed May 4, 1977

Witness:

Nancy A. Bube — Edward W. Manasse L.S.

Jaye H. Lawson — G. M. Littlefield L.S.

OBJECTIONS TO THE BOND OF THE RECEIVER

The defendant, STANLEY V. TUCKER, hereby objects to the bond of the receiver, EDWARD W. MANASSE, on grounds:

1. Said bond was filed without giving notice to Defendant as required by law.

2. Said bond is defective being one of Mr. Manasse's law associate as Surety and the security therefore is dubious, speculative and subject to being dissipated at any time without notice or hearing.

3. As a minimum a proper bond should be:

   a. By local well recognized corporate surety

   b. Cash or certified check posted with Clerk of Court

   c. Have notarized statement by certifie Public Accountant as to balance shee and income/expense statement of both Principal and Surety.

4. While Receiver started collecting rents mails on May 4th, 1977 I first saw a copy of bond in Court Files on June 16th, 1977 and nev received notice from Receiver.

Filed June 21, 1977 STANLEY V. TUCKER

O R D E R

The foregoing Objections are hereby ORDEREI OVERRULED.

June 24, 1977 THE COURT (Sponzo,J.)

G 5

MOTION FOR TERMINATION OF RENT RECEIVER

The Defendant moves this court for its order terminating the Rent Receivership of Edward V Manasse on grounds great waste and losses have developed eroding the equity of Defendant as follows:

1. Report shows "counter-feit bills and receipts"
2. Rent losses over $21,000 show on receivers report
3. Appraiser testified in court as to waste and depreciation of $85,000 in market value since receiver took over.

Jan 24, 1978 STANLEY V. TUCKER

O R D E R

After hearing and good cause appearing the foregoing motion is ORDERED denied.

THE COURT

s/_____
MARTIN, Judge

May 15th, 1978

MOTION FOR FORFEITURE OF RECEIVERS BOND

The Defendant moves the court for its order forfeiting or calling the bond to be deposited in cash with the Clerk of the Court to make good the theft, counter-feits or frauds and / or losses in rents and in expenses due to the negligence and waste or mismanagment caused by rent receiver, Edward Manasse. Annexed as EX "A" is transcript in Bankruptcy Court where that court held attorneys to be incompetent to be rent receivers.

Jan 20, 1978

STANLEY V. TUCKER

O R D E R

After hearing and good cause it is hereby ORDERED that the motion be denied.

THE COURT

May 15, 1978

s/ MARTIN, Judge

MOTION FOR INCREASE IN RECEIVER's BOND

The Defendant moves the Court for its order requiring Rent Receiver to post a $970,000, or such sum as Court finds reasonable, cash or corporate surety bond to cover his rent receivership and for good cause as follows:

1. Report shows $713"counterfeit bills"
2. Report shows $21,000 in rents stolen, embezzeled, lost or not collected
3. Testimony by appraiser shows due to waste & negligence since re eiver the market value of property reduced $85,000

Jan 24th, 1978

STANLEY V. TUCKER

O R D E R

After hearing and for good cause the foregoing motion is ORDERED denied.

THE COURT

May 15, 1978 s/ MARTIN, Judge

G 8

OBJECTIONS TO RENT RECEIVERS REPORT

The Defendant objects to each item on the report of the rent receiver on grounds no details as to income or expenses to enable verification and authenticity and shows without court approval expenditu es on "counter-feit" bills. Defendant wrote a month ago to receiver request an explan-ation and receiver failed to respond or to acknowledge.

Entire report is speculative and each item may be couposed of "counter-feit" bills and fraud or embezzlement.

Jan 24th, 1978 STANLEY V. TUCKER

O R D E R

After hearing and for good cause the foregoing OBJECTIONS are ORDERED overruled.

May 15, 1978 THE COURT

s/ MARTIN, Juage